

**PLACER COUNTY
DEPARTMENT OF ADMINISTRATIVE SERVICES**

on behalf of

Department of Facility Services



REQUEST FOR QUALIFICATIONS

for

PROFESSIONAL CONSULTING SERVICES

for

Wastewater, Water/Recycled Water and Landfill Systems

RFQ No. 10133

Release Date: November 4, 2011

Submittal Deadline: December 2, 2011

not later than 5:00:00 PM (Pacific)

PLACER COUNTY RFQ No. 10133

PROFESSIONAL CONSULTING SERVICES FOR:

Wastewater, Water/Recycled Water and Landfill Systems

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- A. Sample Contract

1.0 INTRODUCTION

The County of Placer is seeking Statements of Qualifications (SOQ) from qualified firms to provide various consulting services for County projects in the unincorporated areas of Placer County. This RFQ will result in seven (7) separate lists of approved firms for the service categories described below. Firms are invited to submit their qualifications for any or all of these categories with a separate submittal for each selected category. Firms should clearly identify which categories they are submitting for consideration. SOQs will be rated separately for each individual category listed below.

1. Wastewater Collection Systems Consulting, Design and Construction Management
2. Wastewater Treatment Systems Consulting, Design and Construction Management
3. Water/Recycled Water Systems Consulting, Design and Construction Management
4. Facility Permitting and Regulatory Compliance
5. Water Quality Monitoring
6. Landfill Consulting, Design, and Construction Management
7. Landfill Gas Collection System Operation and Maintenance

The purpose of this Request for Qualifications (RFQ) is to establish a Qualified List of firms to provide services for the above listed categories. The County intends to adopt seven (7) lists of approved firms, consisting of approximately five (5) contractors to each of the List, which shall be valid for three (3) years from the date of award, with an option to renew for two additional one-year periods.

The County makes no specific guarantee of a minimum or maximum amount of services which shall be requested of any firm who is named to the Qualified List. The County will assign work by soliciting informal proposals from one or more of the Contractors from the Qualified List for specific tasks, and will make awards based on the experience and expertise required for the work, proposer's current workload, ability to respond, or other relevant criteria. Award of contracts and delivery of services are further described in **Section 6.0**.

This RFQ includes a description of the scope of work, proposal requirements, and instructions for submitting your proposal.

Direct all inquiries regarding this RFQ in writing to:

Brett M. Wood, CPPO, CPPB
Placer County Procurement
2964 Richardson Drive
Auburn, CA 95603
Phone: (530) 889-4258
Email: bwood@placer.ca.gov

Do not contact County departments or other County staff directly. Information provided by other than the above contact may be invalid and proposals which are submitted in accordance with such information may be declared non-responsive.

In the event that it becomes necessary to revise any part of this RFQ, written addenda will be issued. Any amendment to this RFQ is valid only if in writing and issued by the Placer County Procurement Services Division.

All addenda for this RFQ will be distributed via Placer County’s website:

<http://www.placer.ca.gov/admin/procurement/openbids.aspx>

It is the proposer’s sole responsibility to monitor this website for possible addenda to this RFQ. Failure of proposer to retrieve addenda from this site shall not relieve him/her of the requirements contained therein. Additionally, failure of proposer to return a signed addenda, when required, may be cause for rejection of his/her proposal.

2.0 TENTATIVE PROJECT SCHEDULE

The following represents the tentative schedule for this RFQ. Any change in the scheduled dates for the Deadline for Final Questions or Submission Deadline will be advertised in the form of an addendum to this RFQ. The schedule for the evaluation process and other future dates may be adjusted without notice.

Deadline for Final Questions.....	November 23, 2011
Submission Deadline.....	December 2, 2011
Evaluation of Responses.....	Dec. 5 – Dec. 30, 2011
Board Approval of Qualified List.....	January 2012

3.0 PREVAILING WAGE REQUIREMENTS

The services described herein are for publicly funded projects, considered “public works” as defined by California Labor Code Section 1720 et seq. Any firm awarded a contract as the result of this RFQ shall be responsible for compliance with all applicable prevailing wage laws, as well as any and all applicable state or federal wage laws, for services performed under any resulting contract.

4.0 SCOPE OF WORK

The work to be performed by the selected firm(s), hereinafter referred to as the Consultant(s), shall include but not be limited to the tasks described in this section. This RFQ will result in seven (7) separate lists of approved firms for the service categories described below. Firms are invited to submit their qualifications for any or all of these categories with a separate submittal for each selected category. SOQs will be rated separately for each individual category listed below.

- 4.1 Wastewater Collection Systems Consulting, Design and Construction Management**
- 4.2 Wastewater Treatment Systems Consulting, Design and Construction Management**
- 4.3 Water/Recycled Water Systems Consulting, Design and Construction Management**
- 4.4 Facility Permitting and Regulatory Compliance**
- 4.5 Water Quality Monitoring**
- 4.6 Landfill Consulting, Design, and Construction Management**
- 4.7 Landfill Gas Collection and Control System Operation and Maintenance**

4.1 Wastewater Collection Systems Consulting, Design and Construction Management

Firms who wish to be considered for this category should have an in-depth knowledge of design, construction and rehabilitation of public wastewater collection systems including pumping systems, lift stations, and pipelines. The firm should have working knowledge of the CEQA process for developing environmental documents, Federal, State and local permitting processes, funding sources, the Placer County General Specifications, the Placer County Land Development Manual (LDM), Caltrans standards and general engineering best practices. Work must be supervised and sealed by a California Registered Engineer or Land Surveyor where required by law.

Tasks may include, but would not be limited to:

- a. Preparation of project planning studies, engineering studies including hydraulic modeling, design for a variety of collection system facilities, and/or construction management and inspection required for a specific project, and other related studies for a variety of collection system improvements.
- b. Preparation of wastewater collection system improvement plans, specifications and project design reports; and may include public meetings/workshops, construction staking, design/structural calculations, cost estimates, obtaining regulatory agency approvals, and coordinating work in a cost effective and timely manner. Firms should be proficient with hydraulic modeling software with the ability to be utilized by the County.
- c. Surveying and base map preparation, locating existing utilities and coordinating any necessary utility relocation, identification of required easements and/or construction permits, and/or preparation of any necessary legal descriptions and exhibits.
- d. Provide bid period services.
- e. Provide a Construction Manager/Resident Engineer (licensed as a Professional Civil Engineer Registered in the State of California) and/or qualified inspectors or material testers to perform project construction inspection and material testing during the period of project construction. These services will encompass serving as the County's Representative to the Construction Contractor and the public with regard to activities at the construction site, interpretation of the requirements of the Construction Contract Documents, assessing the acceptability of the Contractor's work, material testing, managing the construction project, and evaluating Contractor's claims.

- f. Perform construction management tasks on behalf of the County including documentation of pre-construction conditions, meetings, schedule review, cost control, submittals and clarifications, contract modifications/change orders/claims, field inspection, reporting, testing, final completion, acceptance and project closeout, and construction management planning.

4.2 Wastewater Treatment Systems Consulting, Design and Construction Management

Firms who wish to be considered for this category should have an in-depth knowledge of design, construction and rehabilitation of public wastewater treatment systems. The firm should have working knowledge of the CEQA process for developing environmental documents, Federal, State and local permitting processes, funding sources, the Placer County General Specifications, the Placer County Land Development Manual (LDM), Caltrans standards and general engineering best practices. Work must be supervised and sealed by a California Registered Engineer or Land Surveyor where required by law.

Tasks may include, but would not be limited to:

- a. Preparation of project planning studies, engineering studies, design for a variety of wastewater treatment system facilities, including replacement and rehabilitation and/or construction management and inspection required for a specific project, and other related studies for a variety of treatment system improvements. .
- b. Preparation of wastewater treatment plant improvement plans, specifications and project design reports; and may include public meetings/workshops, construction staking, design/structural calculations, cost estimates, obtaining regulatory agency approvals, and coordinating work in a cost effective and timely manner.
- c. Surveying and base map preparation, locating existing utilities and coordinating any necessary utility relocation, identification of required easements and/or construction permits, and/or preparation of any necessary legal descriptions and exhibits.
- d. Provide bid period services.
- e. Provide a Construction Manager/Resident Engineer (licensed as a Professional Civil Engineer Registered in the State of California) and/or qualified inspectors or material testers to perform project construction inspection and material testing during the period of project construction. These services will encompass serving as the County's Representative to the Construction Contractor and the public with regard to activities at the construction site, interpretation of the requirements of the Construction Contract Documents, assessing the acceptability of the Contractor's work, material testing, managing the construction project, and evaluating Contractor's claims.
- f. Perform construction management tasks on behalf of the County including documentation of pre-construction conditions, meetings, schedule review, cost control, submittals and clarifications, contract modifications/change orders/claims, field inspection, reporting, testing, final completion, acceptance and project closeout, and construction management planning.

4.3 Water/Recycled Water Systems Consulting, Design and Construction Management

Firms who wish to be considered for this category should have an in-depth knowledge of design, construction and rehabilitation of public water supply and recycled water supply systems including pump systems, pipelines and water treatment systems. The firm should have working knowledge of the CEQA process for developing environmental documents, Federal, State

and local permitting processes, funding sources, the Placer County General Specifications, the Placer County Land Development Manual (LDM), Caltrans standards and general engineering best practices. Work must be supervised and sealed by a California Registered Engineer or Land Surveyor where required by law.

Tasks may include, but would not be limited to:

- a. Project planning studies, development of plans/studies such as a Water Master Plan or Urban Water Management plan, engineering studies, engineering design for a variety of public works improvements, and/or construction management and inspection required for a specific project.
- b. Preparation of feasibility studies, plans, specifications and project design reports; and may include public meetings/workshops, construction staking, design/structural calculations, and cost estimates, obtaining regulatory agency approvals, and coordinating work in a cost effective and timely manner. Firms should be familiar with hydraulic modeling software with the ability to be utilized by the County.
- c. Surveying and base map preparation, locating existing utilities and coordinating any necessary utility relocation, identification of required easements and/or construction permits, and/or preparation of any necessary legal descriptions and exhibits. Construction period services may also be needed.
- d. Provide bid period services.
- e. Provide a Construction Manager/Resident Engineer (licensed as a Professional Civil Engineer Registered in the State of California) and/or qualified inspectors or material testers to perform project construction inspection and material testing during the period of project construction. These services will encompass serving as the County's Representative to the Construction Contractor and the public with regard to activities at the construction site, interpretation of the requirements of the Construction Contract Documents, assessing the acceptability of the Contractor's work, material testing, managing the construction project, and evaluating Contractor's claims.
- f. Perform construction tasks on behalf of the County with responsibilities including documentation of pre-construction conditions, meetings, schedule review, cost control, submittals and clarifications, contract modifications/change orders/claims, field inspection, reporting, testing, final completion, acceptance and project closeout, and construction management planning.

4.4 Facility Permitting and Regulatory Compliance

Firms who wish to be considered for this category should have an in-depth knowledge of the CEQA processes for developing environmental documents, Federal, State and local permitting processes and regulations for wastewater, solid waste, drinking water and recycled water systems.

Tasks may include, but would not be limited to:

- a. Identify State and Federal permit requirements for wastewater, solid waste, drinking water and recycled water systems.
- b. Prepare a time-line and tasks associated with the requirements to secure permit issuance and complete the permitting process in a timely manner for County projects.
- c. Prepare required project permits and obtain all agency approvals.

- d. Develop implementation for permit compliance and corrective actions and monitor compliance.

4.5 Water Quality Monitoring

Firms who wish to be considered for this category should have an in-depth knowledge of California Waste Board and Water Board regulations and ground water and surface water monitoring and reporting.

Tasks may include, but would not be limited to:

- a. Performance of water quality sampling, analysis and reporting as required by the Waste Discharge Requirements for each specific facility.
- b. Development of groundwater assessment and/or remediation work plans, including submittal to the appropriate regulatory agencies for review and approval.
- c. Evaluation of existing water quality monitoring systems.
- d. Installation, development, and abandonment of monitoring wells, including coordination of the collection of soil, water, and air samples for laboratory analysis and maintenance of the chain of custody for all samples.
- e. Evaluation and/or modeling of groundwater flow.

4.6 Landfill Consulting, Design, and Construction Management

Firms who wish to be considered for this category should have an in-depth knowledge of design, permitting, and construction management associated with landfills, MRFs, transfer stations, and compost facilities.

Tasks may include, but would not be limited to:

- a. Preparation of fill sequence, winterization, closure and post closure maintenance, corrective action, and other operational plans, and review and analysis of ongoing landfill operations and permits for conformance with contractual and regulatory requirements and updates, verification of annual airspace consumed, and for developing remaining capacity and remaining life estimates.
- b. Preparation of construction plans and specifications for projects including landfill liner and cover systems, gas collection and control system improvements and expansions, monitoring wells, leachate collection and removal systems, erosion control features, and groundwater treatment improvements. For construction projects that will be competitively bid, the work may include preparing bid documents, attending pre-bid job walks, and assisting the County or the Authority in evaluating bids and contractor qualifications.
- c. Performance of Construction Quality Assurance and/or construction management services for landfill projects.
- d. Geotechnical studies, including surface and subsurface soil analysis, and slope stability analysis.

4.7 Landfill Gas Collection and Control System Operation and Maintenance

Firms who wish to be considered for this category should have an in-depth knowledge of landfill gas systems, regulations, and permitting.

Tasks may include, but would not be limited to:

- a. Perform routine operation, maintenance, data collection and reporting of the landfill gas collection and control systems, condensate systems and leachate collection systems. Operation and maintenance shall include LFG system adjustments, regular maintenance and system calibration, trouble shooting and recommending and completing routine repairs. Data shall be collected for all parameters necessary for compliance with all County, State, and Federal reporting requirements.
- b. Emergency maintenance and repairs that require immediate response to alarm system call outs.
- c. Routine monitoring and reporting including LFG perimeter probe monitoring, monitoring of onsite building, landfill surface scans and monitoring of LFG extraction equipment for system adjustments and analysis.
- d. Flare emissions source testing and reporting.
- e. Upgrades of the existing LFG systems.
- f. Air quality studies, including sampling and analysis, evaluation of landfill gas control systems and preparation of Title V Reports, Toxic Emission Inventory Plan and Risk Assessment Screenings.
- g. Perform landfill gas migration investigation work and associated reporting tasks.

5.0 DATA AVAILABLE FROM THE COUNTY

The County has the following information available for review:

- Placer County Land Development Manual
- Placer County General Specifications
- Various sewer studies/reports for specific areas/projects
- Placer County Sewer System Management Plans

These documents are available for review prior to the close of this RFQ by contacting the Department of Facility Services, 11476 C Avenue, Auburn, California. Please call 530-886-4900 for an appointment.

6.0 ASSIGNMENT OF WORK

- 6.1 Individual assignments will be awarded on an as-needed basis. The County may assign work by soliciting proposals from one or more of the awarded Consultants depending on the type of work required, estimated dollar value of the contract, experience and expertise required for the work, consultant's current workload, ability to respond, or other criteria. The County reserves the right to unilaterally assign work to any of the awarded firms, as it deems prudent.
- 6.2 Consultant(s) will typically be required to provide, at minimum: a proposed scope of work, detailed fee and time schedule, and designated staff to be used. The fee schedule submitted in the proposal or task sheet shall be not in excess of the fees included in the Consultant's original proposal submittal.

- 6.3 The County may opt to assign specific projects to a firm based on the informal proposal process described in **Sections 6.1 and 6.2** above. Upon selection of the awarded firm, Consultant shall sign the County's standard contract, and will be required to provide evidence of insurance for the coverage specified in the contract. The actual scope of work and fee schedule for the specific project will be negotiated and included in the contract.
- 6.4 Consultants that fail to respond three or more times to the County's requests for informal proposals may be removed from the Qualified List at the discretion of the County.
- 6.5 The County makes no specific guarantee of a minimum or maximum number of hours or amount of services, which shall be required of any single Consultant. In addition, the inclusion of any Consultant on any "pre-qualified" list shall in no way be considered an exclusive agreement to provide service for the County.

7.0 ASSURANCE OF DESIGNATED PROJECT TEAM

Proposers shall assure that the designated staff, including subcontractors, is used for the work described in this RFQ. Departure of, reassignment of, or substitutions for, any member of the designated team or subcontractor(s) shall not be made without the prior written approval of the County.

8.0 GENERAL TERMS & CONDITIONS

- 8.1 **Standard Contract.** Firms who are selected for specific assignments pursuant to **Section 6.0** will be required to execute a Consultant services agreement, a sample of which is included as **Attachment A**.
- 8.2 **Independent Contractor.** At all times the Consultant shall represent himself/herself to be an independent contractor offering such services to the general public and shall not represent himself/herself, or his/her employees, to be an employee of the County of Placer. Therefore, the Consultant shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the County of Placer, its officers, agents, and employees, harmless from and against, any and all loss, cost (including attorney fees), and damage of any kind related to such matters.
- 8.3 **Non-Appropriation.** The County may terminate any resulting contract at the end of any fiscal year, June 30th, without further liability other than payment of debt incurred during such fiscal year, should funds not be appropriated by its governing body to continue services for which the contract was intended.
- 8.4 **Non-Conflict of Interest.** The Consultant shall warrant that no official or employee of the County has an interest, has been employed or retained to solicit or aid in the procuring of the resulting contract, nor that any such person will be employed in the performance of such contract without immediate divulgence of such fact to the County.
- 8.5 **Non-Collusion.** Firms submitting proposals shall warrant that their offer is made without any previous understanding, agreement or connection with any person, firm or corporation submitting a separate proposal for the same project and is in all respects fair, without outside

control, collusion, fraud or otherwise illegal action. This condition shall not apply to proposals which are submitted by firms who have partnered with others to submit a cooperative proposal that clearly identifies a primary contractor and the associated sub-contractors.

8.6 **Indemnification & Insurance Requirements.** The County's standard indemnification and insurance requirements are provided in the sample contracts, **Exhibits B and C**. All costs of complying with the insurance requirements shall be included in your pricing.

8.7 **Protests and Appeals.** In accordance with **Section 10.0** of the Purchasing Policy Manual, any actual or prospective proposer, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may appeal to the Director of Administrative Services. The protest shall be submitted in writing to the Director of Administrative Services, within seven (7) calendar days after such aggrieved person or company knows, or should have known, of the facts giving rise thereto.

9.0 SUBMITTAL FORMAT REQUIREMENTS

Each response to this RFQ shall include the information described in this section. It is preferred that the information be provided in the order specified. Failure to include all of the elements specified may be cause for rejection. Additional information may be provided, but should be succinct and relevant to the goals of this RFQ. Excessive information will not be considered favorably

The submittal should be bound or contained in a loose leaf binder. Document pages shall be 8-1/2 inches by 11 inches in size or folded to such a size. Use section dividers, tabbed in accordance with this Section as specified below.

9.1 **Cover Letter** with the following information:

- Title of this RFQ
- Name and Mailing Address of Firm (include physical location if mailing address is a PO Box)
- Contact Person, Telephone Number and Fax Number
- A statement that the submitting firm will perform the services as described in this RFQ, including any addenda (reference the addenda by date and/or number).
- A list of which categories for which the consultant is intending to qualify (submit a separate Statement of Qualifications (SOQ) for each selected category).
- Acknowledgement that all submittals may be considered public information. Subsequent to award of this RFQ, all or part of any submittal may be released to any person or firm who may request it. Therefore, firms shall specify in their Cover Letter if any portion of their submittal should be treated as proprietary and not releasable as public information. Firms should be aware that all such requests may be subject to legal review and challenge.

9.2 **Signature Requirements** - The Cover Letter must be signed by an officer empowered by the Consultant to sign such material and thereby commit the Consultant to the obligations contained in the RFQ response. Further, the signing and submission of a response shall indicate the intention of the consultant to adhere to the provisions described in this RFQ and a commitment to enter a binding contract.

- SOQs submitted on behalf of a Partnership shall be signed in the firm name by a partner or the Attorney-In-Fact. If signed by the Attorney-In-Fact, there shall be attached to the SOQ a Power-Of-Authority evidencing authority to sign proposals, dated the same date as the SOQ and executed by all partners of the firm.
- SOQs which are submitted on behalf of a Corporation shall have the correct corporate name thereon and the actual signature of the authorized officer of the corporation written (not typed) below the corporate name. The title of the office held by the person signing for the corporation shall appear below the signature of the officer.
- SOQs which are submitted by an Individual doing business under a firm name (“dba”) shall be signed in the name of the individual doing business under the proper firm name and style.

9.3 **Firm Qualifications** – Provide a brief description of your firm and a statement of the firm's qualifications for performing the subject services. Include the year the firm was established, type of organization (partnership, corporation, etc.) and the number of employees. Also include an organization chart depicting the relationship between the various personnel and variation of number of employees in the past five years.

9.4 **Staff Qualifications and Experience** – Provide the name of the responsible (Lead) Representatives and their corresponding State of California Registration number(s) and a statement of their qualifications and experience. Provide descriptions of previous projects that relate to the services described in this RFQ. Identify each project by name and include a brief description of the project.

Provide name(s) of the additional team members who will perform any portion the selected category of work. Certify that all such work will be under the direct supervision of the Lead Representative with the appropriate experience noted above. List the qualifications of the team members; include their resumes.

9.5 **Firm Experience and References** – Provide a summary of the firm's experience with similar projects within the last 10 years, with particular emphasis on any projects performed for Placer County or the Western Placer Waste Management Authority or municipalities within Placer County or neighboring Counties. Provide references for at least four (4) other clients, including current contact name and telephone number. References provided should be for similar services, and include information on when the service was performed, and for whom. Include a brief description of services performed. References may be contacted to inquire about past performance, including, but not limited to:

- Reliability and capability of your firm to meet required deadlines,

- Ability and thoroughness of the review, including the amount of re-work that was performed. It is the County's expectation that little or no re-work should be required.

Placer County reserves the right to contact additional references discovered from its own research, as necessary.

- 9.6 **Approach** - Describe how your firm would approach the scope of work for a typical project related to the proposed category. In the discussion include the methodology proposed to assure timely completion of the project, standardization of work and quality control procedures. Reliability and capability of your firm to meet budgetary compliance and quality of work.
- 9.7 **Fee Schedule** – Provide a standard fee schedule (hourly rates) for the personnel who would be assigned to the County's projects under this RFQ. Unless otherwise specified, all rates in this fee schedule shall apply to work performed throughout the County, regardless of location.

The fee schedule provided in the response shall be the maximum rates charged during the first year of the effective period of the Qualified List. Any requests for rate increases after the first year shall be submitted in writing to the Procurement Services Division at least 30 days in advance. All requests for rate increases must be fully justified, and shall be competitive with the general market at the time. Placer County reserves the right to negotiate any proposed increase to the mutual satisfaction of both parties.

- 9.8 **Exceptions** – Describe any and all proposed exceptions, alterations or amendments to the Scope of Work or other requirements of this RFQ, including the Standard Contract (**Attachment A**). This section shall be clearly marked "Proposed Exceptions" in your submittal, and should be delineated in a separate section of your SOQ. The nature and scope of your proposed exceptions may affect the evaluation of your submittal and the County's determination of whether it is possible to successfully negotiate a contract with your firm/individual.
- 9.9 **Required Statements** – Include statements of assurance regarding the following requirements: Non-substitution for the designated members of the team without approval by Placer County staff (**Section 7.0**)
- Non-conflict of interest (**Section 8.4**)
 - Non-collusion (**Section 8.5**)
 - Indicate your ability and agreement to fulfill the indemnification and insurance requirements contained in the sample contract (**Attachment A**). (Please note that actual Certificates of Insurance are not required as part of your submittal.)

10.0 SUBMITTAL INSTRUCTIONS

- 10.1. Your submittal package shall include the following:
- **One (1) original and five (5) printed copies** of your qualifications for each category submitted for consideration; and
 - **One (1) electronic copy** of your qualifications in PDF format on CD, flash drive or other electronic media

- 10.2 SOQs shall be submitted not later than the time and date indicated on the cover page of this RFQ. All submittals shall be submitted in a sealed envelope or container and clearly marked with the RFQ number and title on the outside of the parcel.
- 10.3 SOQs must be submitted **ONLY** to:
- Placer County Dept. of Administrative Services
Procurement Services Division
2964 Richardson Drive
Auburn, CA 95603-2640**
- 10.4 SOQs submitted to a location other than the above will not be considered duly delivered or timely. The County of Placer shall not be responsible for re-routing SOQs delivered to a person or location other than that specified above.
- 10.5 Faxed and/or emailed SOQs shall not be accepted.
- 10.6 Late submittals shall not be accepted or considered.
- 10.7 All submittals shall be submitted in a sealed envelope or container, and clearly marked with the RFQ number and title on the outside of the parcel.
- 10.8 All submittals, whether selected or rejected, shall become the property of Placer County and will not be returned.
- 10.9 The County of Placer reserves the right to waive minor defects and/or irregularities in submittals, and shall be the sole judge of the materiality of any such defect or irregularity.
- 10.10 All costs associated with submittal preparation shall be borne by the offeror.
- 10.11 All submittals shall remain firm for one hundred twenty (120) days following the closing date for the receipt of submittals.

11.0 EVALUATION CRITERIA

The following criteria and rating schedule will be used to determine the most highly qualified firm(s):

<u>Evaluation Criteria</u>	Maximum Points Possible
A. Firm Qualifications (per Section 9.3)	5
B. Staff Qualifications and Experience (per Section 9.4)	40
C. Firm Experience and References (per Section 9.5)	40

Total Possible Points:

100

Placer County's Local Vendor Preference policy shall not be considered in the evaluation of responses to this RFQ.

12.0 SELECTION PROCEDURE

- 12.1 Submittals will be reviewed for responsiveness, and responsive submittals will further be screened by a selection committee in accordance with the above criteria. The firm(s) submitting the most highly-rated qualifications may be invited for interviews. If the County chooses to conduct interviews, the firm's proposed Lead Representative(s) must be present.
- 12.2 The County reserves the right to make an award without further discussion of the submittal with the offeror. Therefore, the SOQ should be submitted initially on the most favorable terms that the firm or individual may propose.
- 12.3 The County reserves the right to select the firms or individuals who, in the sole judgment of the County, provide the most favorable responses to this RFQ pursuant to the Evaluation Criteria indicated above.
- 12.4 The County reserves the right to reject any or all submittals, or to waive minor irregularities in said submittals or to negotiate with the successful firm.

SAMPLE CONTRACT

(Note: Use most recent contract form)

Contract No.: _____

Administering Agency: County of Placer/Facility Services/**Environmental Engineering**

Contract Description: PLACER COUNTY (PROJECT NAME), PROJECT NO. XXXXX

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is made at Auburn, California, as of _____, by and between the County of Placer, a political subdivision of the State of California ("County"), and (full name of consultant) ("Consultant") a (Business form, including State or organization / incorporation), who agree as follows:

1. **Services.** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide the services as described in Exhibit A in the manner therein specified.
2. **Payment.** County shall pay Consultant for services rendered pursuant to this Agreement at the time and in the amounts set forth in Exhibit B. Consultant shall submit all billings for said services to County in the manner specified in Exhibit B. The total amount payable for all services provided under this Agreement, including Additional Services, shall not exceed (insert written amount of cost of services) (insert numerical amount of cost of services) without the prior written approval of County.
3. **Facilities, Equipment and Other Materials, and Obligations of County.** Except as set forth in Exhibit C, Consultant shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement. County shall furnish Consultant only those facilities, equipment, and other materials, if any, and shall perform those obligations, if any, listed in Exhibit C according to the terms and conditions set forth in Exhibit C.
4. **General Provisions.** The general provisions set forth in Exhibit D are part of this Agreement. Any inconsistency between said general provisions and any other terms or conditions of this Agreement shall be controlled by the other term or condition insofar as it is inconsistent with the general provisions.
5. **Exhibits.** All exhibits referred to herein are attached hereto and by this reference incorporated herein.
6. **Time for Performance.** Time is of the essence and, subject to County's compliance with Exhibit C and to the provisions of paragraph 3 of Exhibit D, failure of Consultant to perform any services within the time limits set forth in Exhibit A, if any, shall constitute material breach of this contract.
7. **Notices.** Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, confirmed fax or reliable overnight mail to the address of the respective parties set forth below:

COUNTY: Placer County Department of Facility Services
Attn: **Name of Engineer**, Title
Environmental Engineering Division
11476 "C" Avenue
Auburn, CA 95603
Phone: (530) 886-49xx
Fax: (530) 889-6809

CONSULTANT: **(Name of consultant)**
Attn: **(Name of Consultant contact person)**
(Consultant's physical address)
Phone: **(Insert area code and phone number)**
Fax: **(Insert area code and phone number)**

REMIT TO CONSULTANT:
(Name of consultant)
Attn: **(Name of Consultant contact person)**
(Consultant's Physical Address)
Phone: **(insert area code and phone number)**
Fax: **(insert area code and phone number)**

County or Consultant may from time to time designate any other address for this purpose by written notice to the other party.

Executed as of the day first above stated:

COUNTY OF PLACER

By: _____
Name:
Title:

Date: _____

(Name of Consultant), CONSULTANT

By: _____
Name:
Title:

Date: _____

By: _____
Name:
Title:

Date: _____

Approved as to Form

Approved as to Funds

By: _____
Placer County Counsel

By: _____
Placer County Auditor

- Exhibit A: Scope of Services
- Exhibit B: Payment for Services Rendered
- Exhibit C: Facilities, Equipment, and Other Materials and Obligations of County
- Exhibit D: General Provisions
- Exhibit E: Confidential Accounting Information

EXHIBIT A

SCOPE OF SERVICES

The scope of services shall consists of (Describe the precise scope of work, including work to be performed within each task (if appropriate), describe deliverables, testing requirements and any other relevant information to assure no misunderstanding of contract expectations.)

Said Scope of Work may be amended only with the prior written approval of the Consultant and the Placer County Director of Facility Services however, in no event shall such amendment create any additional liability to the County.

In addition to the services described above, County may request Additional Services (Exhibit A-1) on an as needed basis subject to the County's approval of a written scope of work and approval of a cost proposal. In no event shall said Additional Services exceed the cost allocated in Exhibit B. Work on any Additional Services may not proceed until authorized in writing by the Placer County Director of Facility Services. Any approved Additional Services and costs shall be appended to this Agreement and such work shall be subject to all of the provisions of this Agreement.

Consultant agrees to complete all work (describe the precise time of performance for all phases and aspects of work.)

EXHIBIT B
PAYMENT FOR SERVICES RENDERED

Payment to Consultant shall be made by the County on an hourly basis in accordance with the schedule attached hereto as Exhibit B-1. Consultant shall be paid by County monthly as work progresses, not to exceed the amount below for the identified tasks.

Consultant shall submit invoices monthly for work performed. Such invoices shall describe in detail the work and work hours performed, the person(s) performing the work, his/her hourly rate, and the expenses for which reimbursement is claimed. The invoices shall also include a spreadsheet that shows task budgets, charges by task for the current invoice, cumulative charges to date by task, and percent of budget remaining by task. Hourly time shall be stated in increments of no less than one-quarter (1/4) of an hour.

The total amount payable for each task shall not exceed the amount set forth below/on Exhibit B-1; provided, however, upon written request of the Consultant and with written approval of the Placer County Director of Facility Services, the County may adjust the amount to be paid for any task if the County deems it necessary and appropriate. However, the total amount payable for all services provided under this Agreement, including additional services, shall not exceed Insert amount. (Example: Three Hundred Forty Thousand One Hundred Eighty Five Dollars and no/100 Dollars (\$340,185.00)).

TASK:	COST
1. Description:	\$ _____
2. Description:	\$ _____
3. Description:	\$ _____
4. Description:	\$ _____
Total Basic Fee:	\$ _____

The County may, in its sole discretion, withhold up to ten percent (10%) of any payment as security for the completion of the work. Within thirty (30) days after approval of Consultant's final invoice, and provided all services have been satisfactorily completed, County shall release and pay any withheld retention.

EXHIBIT B – 1
SCHEDULE OF HOURLY BILLING RATES

Insert Consultant' s Billing Rates Here

EXHIBIT C

FACILITIES, EQUIPMENT, AND OTHER MATERIALS, AND OBLIGATIONS OF COUNTY

To permit the Consultant to render the services required herein, the County shall, at its expense and in a timely manner provide the following facilities, equipment, services or other materials:

1. Appoint a staff member to act as Project Manager.
2. Information
Document
Etc.
3. County shall promptly review any and all documents and materials submitted by the Consultant.

All other information, facilities, and equipment required to complete the services described Exhibit A [\(include A-1 if it is part of the Agreement\)](#) of this Agreement shall be provided by the Consultant.

EXHIBIT D GENERAL PROVISIONS

1. **Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent Contractor and shall not be an employee of the County. All persons performing services for the Consultant under this Contract shall be employees of the Consultant and not the County.
2. **Licenses, Permits.** Consultant represents and warrants to County that it has all licenses, permits, qualifications, and approvals of whatsoever nature, which are legally required for Consultant to practice its profession and shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for Consultant to practice its profession at the time the services are performed.
3. **Time.** Consultant shall devote such attention to the performance of services pursuant to this Agreement as may be necessary for the satisfactory and timely performance of Consultant's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.
4. **Hold Harmless and Indemnification Agreement**

The CONSULTANT hereby agrees to protect, defend, indemnify, and hold PLACER COUNTY free and harmless from any and all losses, claims, liens, demands and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by PLACER COUNTY arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of PLACER COUNTY) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of this contract or agreement to the extent that the above arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct (all whether by act, error and/or omission) of the CONSULTANT. CONSULTANT'S obligation shall include the duty to defend PLACER COUNTY as set forth in California Civil Code Sections 2778 and 2782.8. This provision is not intended to create any cause of action in favor of any third party against CONSULTANT or PLACER COUNTY or to enlarge in any way the CONSULTANT'S liability but is intended solely to provide for indemnification of PLACER COUNTY from liability for damages or injuries to third persons or property arising from CONSULTANT'S performance pursuant to this contract or agreement.

As used above, the term PLACER COUNTY means the County of Placer, its officers, agents, employees, and volunteers.

INSURANCE:

CONSULTANT shall file with COUNTY concurrently herewith a Certificate of Insurance, in companies acceptable to COUNTY, with a Best's Rating of no less than A-:VII showing.

WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE:

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to CONSULTANT'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice - "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer."

CONTRACTOR shall require all SUBCONTRACTORS to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

GENERAL LIABILITY INSURANCE:

- A. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of CONSULTANT, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:
 - (1) Contractual liability insuring the obligations assumed by CONSULTANT in this Agreement.
- B. One of the following forms is required:
 - (1) Comprehensive General Liability;
 - (2) Commercial General Liability (Occurrence); or
 - (3) Commercial General Liability (Claims Made).
- C. If CONSULTANT carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:

- One million dollars (\$1,000,000) each occurrence
- Two million dollars (\$2,000,000) aggregate

D. If CONSULTANT carries a Commercial General Liability (Occurrence) policy:

(1) The limits of liability shall not be less than:

- One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
- One million dollars (\$1,000,000) for Products-Completed Operations
- Two million dollars (\$2,000,000) General Aggregate

(2) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).

E. Special Claims Made Policy Form Provisions:

CONSULTANT shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of COUNTY, which consent, if given, shall be subject to the following conditions:

(1) The limits of liability shall not be less than:

- One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
- One million dollars (\$1,000,000) aggregate for Products Completed Operations
- Two million dollars (\$2,000,000) General Aggregate

(2) The insurance coverage provided by CONSULTANT shall contain language providing coverage up to six (6) months following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

ENDORSEMENTS:

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

A. "The County of Placer, its officers, agents, employees, and volunteers are to be covered as insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."

- B. "The insurance provided by the Consultant, including any excess liability or umbrella form coverage, is primary coverage to the County of Placer with respect to any insurance or self-insurance programs maintained by the County of Placer and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."
- C. "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer."

AUTOMOBILE LIABILITY INSURANCE:

Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence.

Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

PROFESSIONAL LIABILITY INSURANCE (ERRORS & OMISSIONS):

Professional Liability Insurance for Errors and Omissions coverage in the amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence and two million dollars (\$2,000,000) aggregate.

If Consultant sub-contracts in support of Consultants work provided for in the agreement, Professional Liability Insurance for Errors shall be provided by the sub Contractor in an amount not less than one million dollars (\$1,000,000) in aggregate. The insurance coverage provided by the consultant shall contain language providing coverage up to six (6) months following completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims made policy.

SOLE PROPRIETER LANGUAGE.

Workers' Compensation

Consultant represents they have no employees and, therefore, not required to have Workers Compensation coverage.

Consultant agrees they have no rights, entitlements or claim against COUNTY for any type of employment benefits or workers' compensation or other programs afforded to COUNTY employees.

5. **Consultant Not Agent.** Except as County may specify in writing Consultant shall have no authority, express or implied, to act on behalf of County in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind County to any obligation whatsoever.
6. **Assignment/ Subcontracting Prohibited.** Consultant may assign its rights and obligations under this Agreement only upon the prior written approval of County, said

approval to be in the sole discretion of County. Consultant shall not subcontract any portion of the work except as approved in advance and in writing by County or as set forth in Exhibit A, Scope of Services.

7. Personnel.

- A. Consultant warrants that all personnel assigned by Consultant to perform the services are duly trained and qualified to perform the work. Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that County, in its sole discretion, at any time during the term of this Agreement, request the replacement of any person assigned by Consultant to perform services pursuant to this Agreement, Consultant shall remove and replace any such person immediately upon receiving notice from County.
- B. Notwithstanding the foregoing, if specific persons are designated as part of a project team in Exhibit A, Scope of Services, Consultant agrees to perform the work under this agreement with those individuals identified. Reassignment or substitution of individuals or sub-consultants named in the project team by Consultant without the prior written consent of County shall be grounds for cancellation of the agreement by County, and payment shall be made pursuant to Paragraph 10 Termination only for that work performed by project team members.

8. Standard of Performance. Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession. All products of whatsoever nature which Consultant delivers to County pursuant to this Agreement shall be prepared in a workmanlike manner and conform to the standards or quality normally observed by a person practicing in Consultant's profession.

9. Termination.

- A. In the event County, in its sole discretion, deems it in the best interests of the public, County shall have the right to terminate this Agreement at any time without cause by giving notice in writing of such termination to Consultant. In the event County shall give notice of termination, Consultant shall immediately cease rendering service upon receipt of such written notice, pursuant to this Agreement. In the event County shall terminate this Agreement:
 - 1) Consultant shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostatting, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.

- 2) County shall have full ownership and control of all such writings delivered by Consultant pursuant to this Agreement.
- 3) County shall pay Consultant the reasonable value of services rendered by Consultant to the date of termination pursuant to this Agreement not to exceed the amount documented by Consultant and approved by County as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the agreement specified in Exhibit B, and further provided, however, County shall not in any manner be liable for lost profits which might have been made by Consultant had Consultant completed the services required by this Agreement. In this regard, Consultant shall furnish to County such financial information as in the judgment of the County is necessary to determine the reasonable value of the services rendered by Consultant. The foregoing is cumulative and does not affect any right or remedy that County may have in law or equity.

- B. Consultant may terminate its services under this Agreement only upon good cause or upon the mutual agreement of the County, and shall provide thirty (30) working days advance written notice to the County of any such intent to terminate.

10. Non-Discrimination. Consultant shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex in contravention of the California Fair Employment and Housing Act, Government Code §12900 et seq.

11. Records. Consultant shall maintain, at all times, complete detailed records with regard to work performed under this agreement in a form acceptable to County, and County shall have the right to inspect such records at any reasonable time. Notwithstanding any other terms of this agreement, no payments shall be made to Consultant until County is satisfied that work of such value has been rendered pursuant to this agreement. However, County shall not unreasonably withhold payment and, if a dispute exists, the withheld payment shall be proportional only to the item in dispute.

12. Ownership of Information. All professional and technical information developed under this Agreement and all worksheets, reports, and related data shall become the property of County, and Consultant agrees to deliver reproducible copies of such documents to County on completion of the services hereunder. The County agrees to indemnify and hold Consultant harmless from any claim arising out of reuse of the information for other than this project.

13. Waiver. One or more waivers by one party of any major or minor breach or default of any provision, term, condition, or covenant of this Agreement shall not operate as a waiver of any subsequent breach or default by the other party.

14. Conflict of Interest. Consultant certifies that no official or employee of the County, nor any business entity in which an official of the County has, an interest, has been employed or retained to solicit or aid in the procuring of this agreement. In addition, Consultant agrees that no such person will be employed in the performance of this agreement without immediately notifying the County.

15. Entirety of Agreement. This Agreement contains the entire agreement of County and Consultant with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer or agent of any party, which is not contained in this Agreement, shall be binding or valid.

16. Governing Law. This Agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. Any legal proceedings on this agreement shall be brought under the jurisdiction of the Superior Court of the County of Placer, State of California. Each party waives any Federal court removal and/or original jurisdiction rights it may have.

17. General Compliance With Laws. The Consultant shall exercise usual and customary care to comply with applicable Federal, State and local laws, statutes, rules, orders and regulations which are in effect as of the date of this Agreement, or which may later be enacted. Consultant shall comply with all laws regarding payment of prevailing wage, including, without limitation, California Labor Code section 1720, as such laws may be amended or modified. Consultant agrees to comply with any directives or regulations issued by the California State Department of Industrial Relations or any other regulatory body of competent jurisdiction.

18. Construction and Interpretation. It is agreed and acknowledged by Consultant that the provisions of this Agreement have been arrived at through negotiation, and that each of the parties has had a full and fair opportunity to review the provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Agreement.